

A. G. Contract No. KR91-0187-TRD
ECS File: JPA 91-05
Project: RAM-600-5-512
Tracs No: 202 L MA 147 H085504C
Section: Jct. I-10 - 40th Street

59578
INTERGOVERNMENTAL AGREEMENT

**LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX**

THIS AGREEMENT is entered into August 13, 1991
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council, (the
"City").

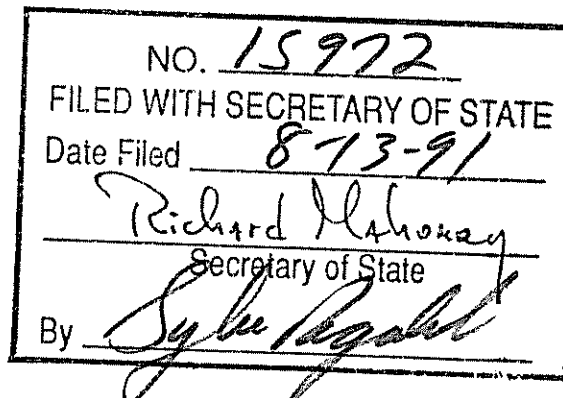
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Chapter 2 Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on
State Route 202L at the following locations:

Within the right of way on SR 202 L, from median
centerline station 1000+00 at 24th St. to median,
centerline station 1100+40, at 40th St. a net
distance of 2.06 miles as shown on the Landscape
Maintenance Exhibit.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

1. Prepare plans for the landscape project. Upon review and concurrence by the City, the State will submit the plans to the Federal Highway Administration for approval.

2. Upon approvals, construct the landscape project using State and Federal funds apportioned to the State.

3. Maintain the landscaping and irrigation system generally within the areas of right of way under access control, furnishing all labor, materials (excluding water) electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

City will:

1. Waive water development fees and furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way of the project, at the State's expense.

2. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water hereafter necessary to properly maintain the landscape within all areas of the project, at the City's expense.

3. Maintain the landscaping and irrigation system generally in right of way areas of crossroads and furnish all labor, materials and electrical power necessary to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain City's portion of the landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/616E
Phoenix, AZ 85007

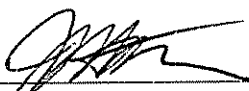
City of Phoenix
Street Transportation Director
125 East Washington, 3rd Floor
Phoenix, AZ 85004

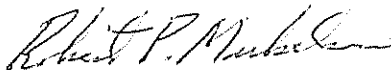
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Director, Street Transportation
Department

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By 
City Clerk

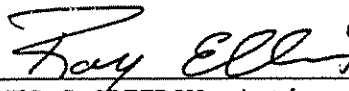
3490j
04MAR91

1201 JUL 10 PM 4:08
CITY CLERK DEPT.

RESOLUTION

BE IT RESOLVED on this 1st day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix, for the purpose of landscaping certain areas within the right of way on SR 202L between 24th and 40th Streets.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for JAMES S. CREEDON, Acting Director
Arizona Department of
Transportation

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 BUFF — DEPARTMENT FILE COPY

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M P 1906.

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

1. To the City Manager:

DATE June 10 19 91THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION

AGREEMENT WITH THE STATE OF ARIZONA
 EAST PAPAGO FREEWAY: JUNCTION I-10 TO 40TH STREET
 LANDSCAPE MAINTENANCE AGREEMENT
 (Council District #8)

This request authorizes the City Manager to sign an agreement with the State of Arizona through its Department of Transportation (ADOT) which defines the responsibilities associated with the design, construction, and maintenance of the landscaping along the East Papago Freeway from I-10 (20th Street) to 40th Street.

ADOT will provide design plans, specifications, and documents required for construction of this project and will fund and construct the project.

The City shall provide water for all landscaped areas of the freeway within the limits described. The City shall maintain the landscaped areas that are not within ADOT's access control. The City shall waive water development fees and shall install necessary water services at ADOT's expense.

ADOT shall maintain the landscaped areas that are within the access control.

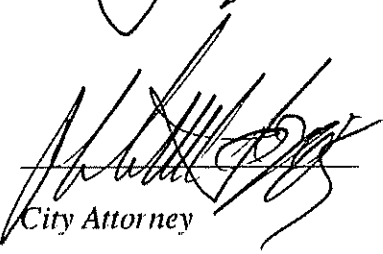
2 Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3 Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4 Performance Bond (Surety) Required? \$ <u>NO</u>	
5 SOURCE OF FUNDS: FY91-92 \$ 5,000.00				12 Recommended by: Department/Function <u>Street Transportation Freeway Coordination</u> Division Head Signature <u>[Signature]</u> Department Head Signature <u>[Signature]</u> <u>Street Transportation Director</u>	
INDEX CODE <u>2 0 3 0 5 9</u>		SUBJECT <u>2 3 0 0</u>		PROJECT <u>2 3 0</u>	
<input checked="" type="checkbox"/> BUDGETED		<input type="checkbox"/> SUPPLEMENTAL		<input type="checkbox"/> CONTINGENCY	
6 Emergency Clause? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		7. Requested by: <u>R. Bortfeld</u> Phone # <u>55817</u> 8. WP Document #: <u>[Signature]</u> 9. Desired Agenda Date: <u>6/26/91</u>		13 Approved as to availability of funds: <u>[Signature]</u> MANAGEMENT & BUDGET DIRECTOR	
10 Formal contract required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous contract # _____		11 Requisition #: _____		14. Approved: <u>[Signature]</u> Deputy CITY MANAGER	
15 Council action taken: Formal action: APPROVED RESOLUTION NO. _____ ORDINANCE NO. _____ DATE <u>6/26</u> 19 <u>91</u> CONTRACT NO. <u>59578</u> (4941) F-2766/1405 CITY CLERK'S FILE NO.					

JPA 91-05

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24 day of July, 1991.


ACTING City Attorney


1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert R. Clark~~
XXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-0187TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

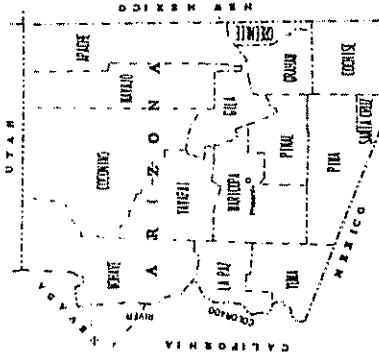
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1991.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section



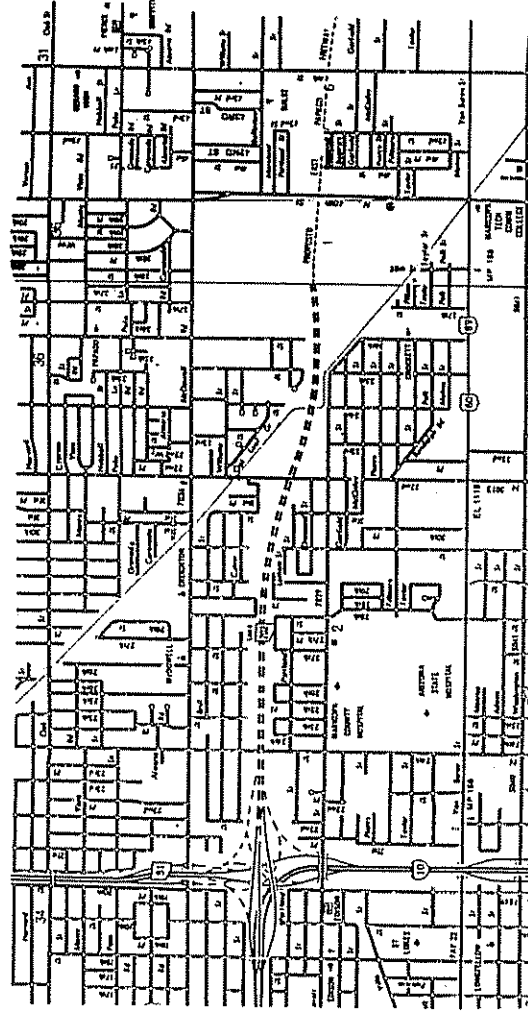
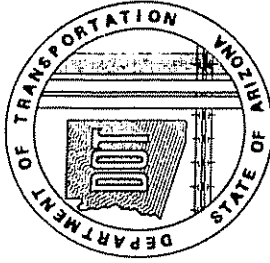
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PLAN AND PROFILE OF PROPOSED

PHOENIX URBANIZED AREA
EAST PAPAGO (SR 202L)

RAM-600-5-512

202L MA 147



N

EAST PAPAGO, JCT I-10-40TH ST

LANDSCAPE MAINTENANCE EXHIBIT

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
APPROVED: [Signature] DATE: [Blank]

ASSISTANT STATE ENGINEER-DESIGN
DATE: [Blank]

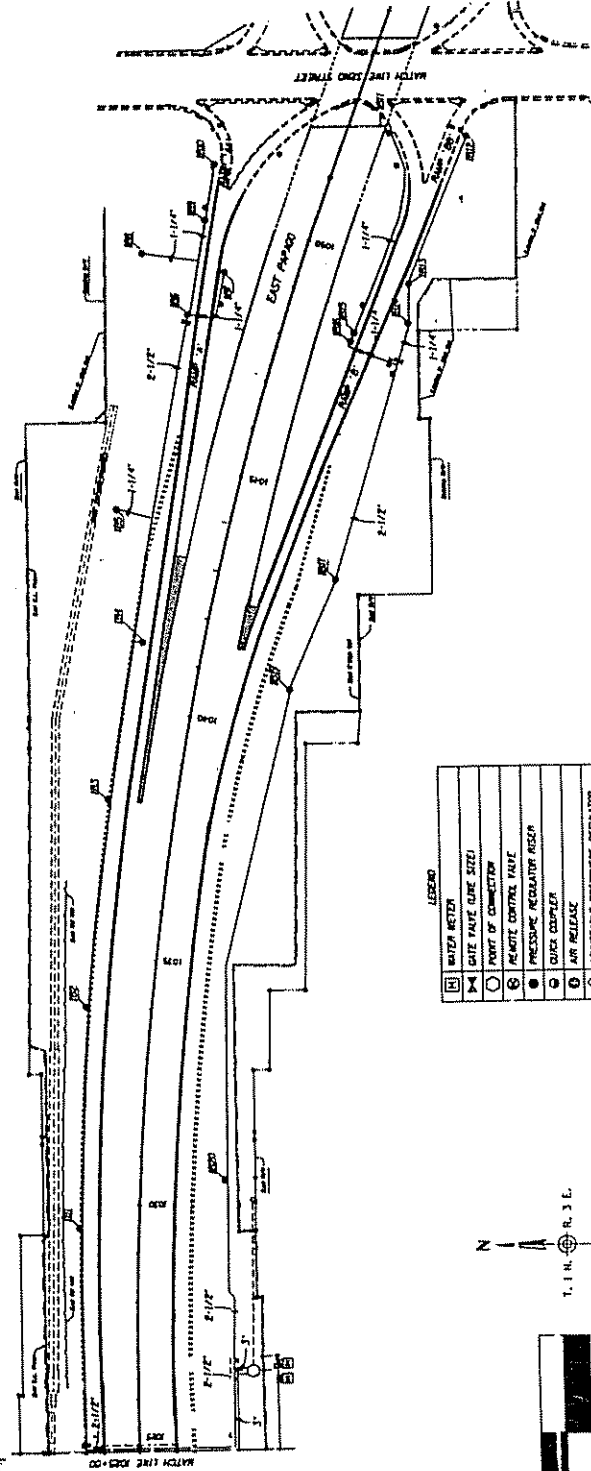
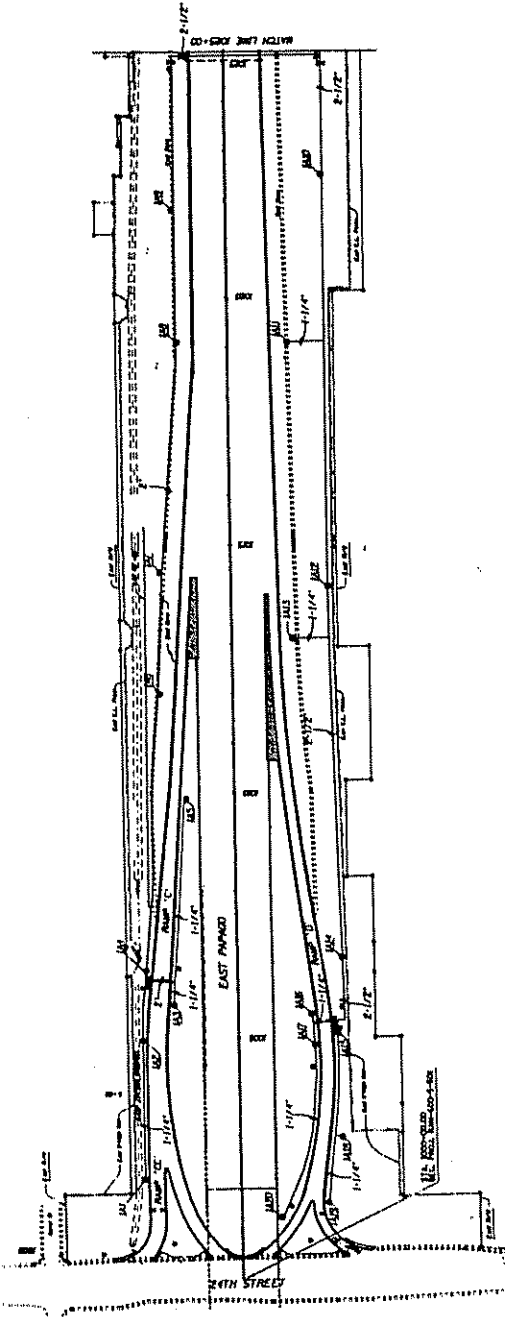
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: [Signature] DATE: [Blank]
DIVISION ADMINISTRATION

DATE	DATE	PROJECT NO.	DATE	DATE
9	1/1/21	RAM-600-5-512	1/1/21	1/1/21
		2021 MA 147		

Note: LANDSCAPE MAINTENANCE EXHIBIT

NO CITY OF PHOENIX MAINTENANCE WITHIN
RIGHT OF WAY - THIS SHEET.

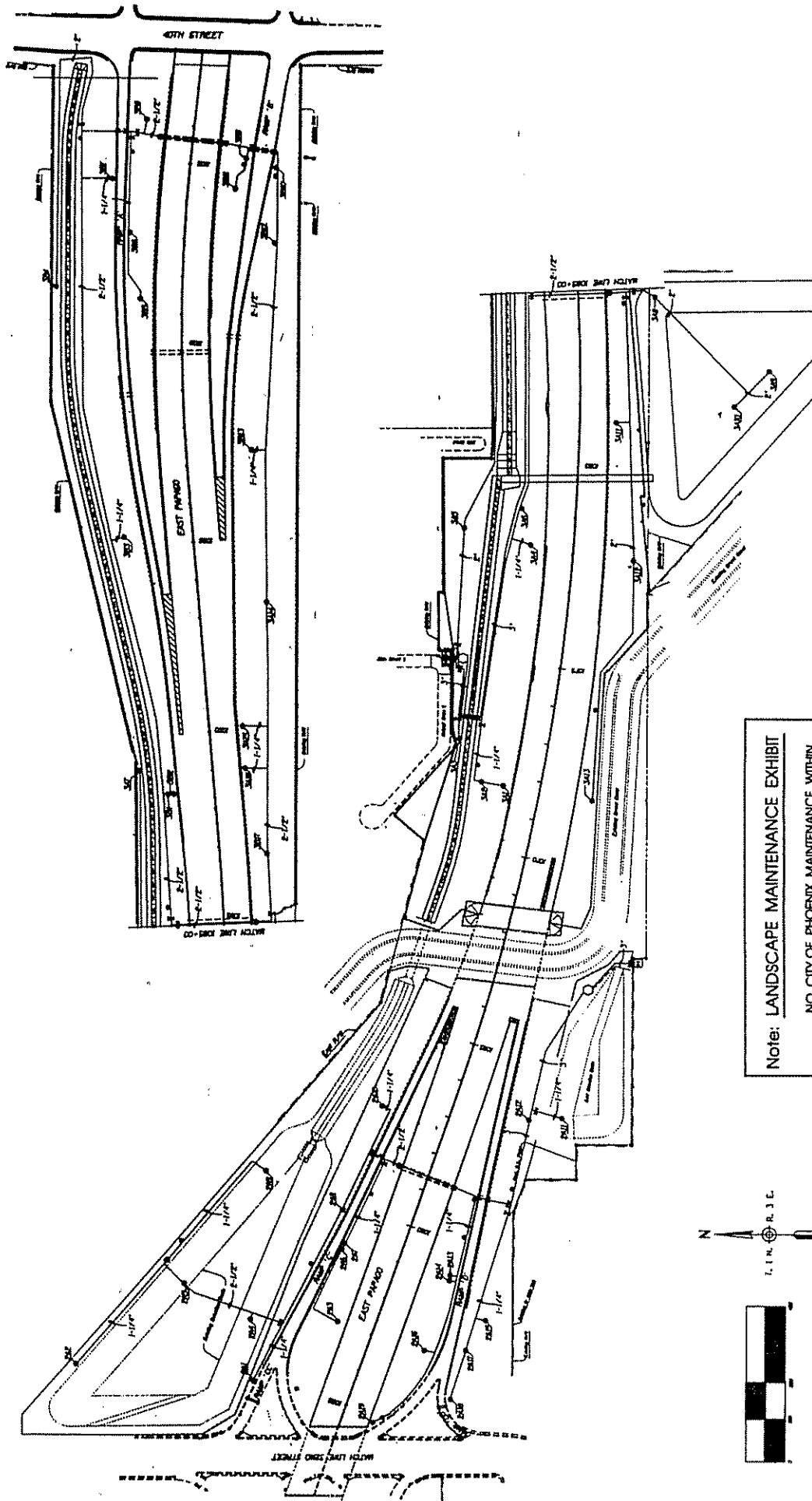


LEGEND
WATER METER
WATER METER (SIZE)
POINT OF CONNECTION
REMOTE CONTROL VALVE
PRESSURE REGULATOR ASSEMBLY
VALVE COUPLER
VALVE RELEASE
ADJUSTABLE PRESSURE REGULATOR
TRANSITION ASSEMBLY
LATERAL END CAP
DROP TUBING END CAP
EXISTING PIPE SLEEVE



ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION ROADSIDE DEVELOPMENT SERVICES	
PROJECT NO.	RAM-600-5-512
DATE	1/1/21
DESIGNER	JOSEPH R. SALASAR, EIT
LANDSCAPE SUMMARY	
RAM-600-5-512	
JCT 110-40TH ST.	

PROJECT NO.	DATE	PROJECT NO.	DATE
9	11/15	RAM-600-5-512	2021 MA 147



Note: LANDSCAPE MAINTENANCE EXHIBIT
 NO CITY OF PHOENIX MAINTENANCE WITHIN
 RIGHT OF WAY - THIS SHEET.

PROJECT NO.	DATE	PROJECT NO.	DATE
9	11/15	RAM-600-5-512	2021 MA 147

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ARIZONA DEPARTMENT OF TRANSPORTATION
 ARIZONA HIGHWAYS DIVISION
 LANDSCAPE MAINTENANCE SERVICES
 LANDSCAPE SUMMARY
 E. PAPAGO-JCT 110-40TH ST.
 TRACS NO. H 0855 04C
 SHEET 7 OF 8

MS